

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FEDERAL INSURANCE COMPANY, an
Indiana corporation,

Plaintiff,

vs.

ST. PAUL FIRE & MARINE INSURANCE
COMPANY, a Minnesota corporation,

Defendant.

AND RELATED COUNTERCLAIMS.

Case No: C 05-01878 JW

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

WHEREAS, Plaintiff and Counter-Claim Defendant FEDERAL INSURANCE COMPANY ("Federal"), Defendant and Counter-Claim Plaintiff ST. PAUL FIRE AND MARINE INSURANCE COMPANY ("St. Paul"), and Counter-Claim Defendant NATIONAL FIRE AND MARINE INSURANCE COMPANY ("National Union") (individually "Party" and collectively "Parties") agree that discovery in this Lawsuit may involve the disclosure by one or more Parties of confidential, private, trade secret, proprietary, technical, personal, financial or business information ("Confidential Information"), and therefore desire to enter into this Stipulate Confidentiality Agreement and Protective Order ("Confidentiality Order").

NOW THEREFORE, THE PARTIES AGREE AND IT IS HEREBY ORDERED as follows:

1 1. The Parties are bound by this Protective Order concerning the disclosure of
2 Confidential Information in the possession, custody or control of any Party to this Lawsuit.

3 2. All documents or information obtained during the course of this Lawsuit, and
4 anything derived from those documents or information, as well as deposition testimony in these
5 proceedings, shall be treated as Confidential Information and used solely in connection with
6 this Lawsuit or an appeal therefrom, and not for any other purpose, including without limitation
7 any other litigation or any business or competitive purpose or function, and in accordance with
8 the provisions of this Confidentiality Order, unless otherwise agreed to in writing by the
9 Parties.
10

11 3. All documents or information the Parties have already exchanged in connection
12 with the Lawsuit prior to the execution and entry of this Confidentiality Order shall be subject
13 to the terms and conditions of this Confidentiality Order.

14 4. Except upon prior written consent of the producing Party or otherwise required
15 by law, Parties to whom any document or information described in Paragraphs 1, 2, and 3
16 above is disclosed shall not disclose such material or information contained therein to any
17 persons other than the following, to whom it may be disclosed only in connection with this
18 Lawsuit:

- 19 a. Counsel to the Parties having responsibility for this Lawsuit or the
20 settlement thereof, and their associates, paralegals, and support staff;
- 21 b. The Parties' officers, directors, in-house counsel, employees, former
22 employees, and agents, but only such individuals who are required to
23 work directly in connection with this Lawsuit;
- 24 c. Experts or consultants (including their employees, associates, and
25 support staff) retained by a Party in connection with this Lawsuit;

- d. Deponents and witnesses in this Lawsuit, but only during or in discussion of testimony by such persons and in connection with preparation therefor;
- e. The court reporter who transcribes or the videographer who records testimony at a deposition;
- f. Any of the Parties' reinsurers, reinsurance intermediaries, retrocessionaires, regulators, claim handling agents/consultants, or auditors;
- g. The Court and its personnel (including special masters, if any, and court reporters);
- h. Any person as ordered by the Court;
- i. Any arbitrator, mediator, or discovery referee in this Lawsuit, and employees and similar personnel of any such arbitrator, mediator, discovery referee.

Documents and other material described in paragraphs 1, 2, and 3 above shall not be disclosed to any person or persons identified in Paragraphs 4(b)-(f) and (h) above unless and until such person has been advised of the existence of this Confidentiality Agreement and instructed to keep the information confidential.

5. Any Party may, in good faith, designate as "HIGHLY CONFIDENTIAL" all or any part of a discovery response, initial disclosure, deposition, tangible item, or document which is disclosed, given, or provided. This designation is accomplished for documents by marking the words "HIGHLY CONFIDENTIAL" on the face of the writing and each page so designated. For tangible items, this designation is accomplished by marking "HIGHLY CONFIDENTIAL" on the face of the item. By identifying any such material as "HIGHLY CONFIDENTIAL," counsel for the Party so designating certifies that he or she believes, in good faith, that such material meets the requirements for filing under seal set forth in Northern District of California Civil Local Rule 79-5.

1 6. The authority to designate information as being "HIGHLY CONFIDENTIAL"
2 is vested solely and absolutely in the Parties to this action. A Party's authority to so designate is
3 not limited to information in that Party's possession, custody, or control.

4 7. Any Party designating anything as "HIGHLY CONFIDENTIAL" shall have the
5 "HIGHLY CONFIDENTIAL" notation marked at least partially in red ink. Each Party shall
6 also maintain records and information sufficient to establish which documents that Party
7 has designated as "HIGHLY CONFIDENTIAL". (The purpose of this requirement is to
8 avoid confusion regarding documents that may have been previously marked as
9 confidential but which are not so designated in this action.) Such records and information
10 shall be provided by any designating Party as reasonably requested by any other Party from
11 time to time.
12

13 8. A Party may designate anything that was produced to another Party prior to the
14 effective date of this Confidentiality Order pursuant to the producing Party's initial disclosure
15 requirements or in response to another Party's written discovery request as "HIGHLY
16 CONFIDENTIAL" by: (a) forwarding a copy of the material to be identified as "HIGHLY
17 CONFIDENTIAL" to the other Parties; (b) marking that material as "HIGHLY
18 CONFIDENTIAL" consistent with this section; and (c) providing a written request that the
19 previously produced material that is being replaced by the "HIGHLY CONFIDENTIAL"
20 material either be destroyed or be returned to the producing Party. Upon receipt of the
21 "HIGHLY CONFIDENTIAL" material and written request, the receiving Party must either
22 destroy or return the documents at the election of the producing Party within thirty (30) days.
23

24 9. If a producing Party inadvertently fails to mark or designate a document
25 "HIGHLY CONFIDENTIAL," such Party may designate such material as "HIGHLY
26

1 CONFIDENTIAL” by giving written notice to each receiving Party and providing properly
2 marked or designated copies within 15 (fifteen) days of such notice.

3 10. Parties to whom “HIGHLY CONFIDENTIAL” material is disclosed shall not
4 disclose such material or information contained therein except to persons described in
5 Paragraphs 4(a)-4(c) and 4(f) and pursuant to provisions of paragraph 4, and only to such
6 individuals who are required to work directly in connection with this Lawsuit.

7 11. If during a deposition, any Party in good faith asserts that an answer to a specific
8 inquiry is likely to contain “HIGHLY CONFIDENTIAL” material, said inquiry will be
9 answered only in the presence of attorneys of record and persons described in Paragraphs 4(a)-
10 4(c) and 4(e) hereof (to the extent Paragraphs 4(a)-4(c) and 4(e) permit disclosure of the
11 information to those persons) and the substance and transcript of such testimony shall be sealed
12 and subject to disclosure under the terms and provisions set forth herein for written discovery
13 responses disclosing or containing “HIGHLY CONFIDENTIAL” material.

14 12. Notwithstanding, and in addition to, the provisions of Paragraph 11, any party
15 may, in good faith, designate all or part of a deposition transcript as “HIGHLY
16 CONFIDENTIAL” by: (a) stating on the record at the deposition that all or part of such
17 testimony is “HIGHLY CONFIDENTIAL;” (b) giving written notice to each counsel present at
18 the deposition within 10 (ten) days after receipt of the deposition transcript of the parts of the
19 testimony which should be considered “HIGHLY CONFIDENTIAL;” (c) giving written notice
20 to each counsel present at the deposition and obtaining their consent; or (d) order of the Court
21 on noticed motion. The portions of a deposition transcript so designated shall be bound in a
22 separate volume and marked, on each page, with the words “HIGHLY CONFIDENTIAL.” By
23 identifying all or part of a deposition transcript as “HIGHLY CONFIDENTIAL,” counsel for
24 the Party so designating certifies that he or she believes, in good faith, that such material meets
25
26

1 the requirements for filing under seal set forth in Northern District of California Civil Local
2 Rule 79-5.

3 13. With respect to anything designated "HIGHLY CONFIDENTIAL" at or during
4 a deposition, the portion of the original of the transcript which sets forth or contains "HIGHLY
5 CONFIDENTIAL" material shall be sealed and held by the court reporter and shall not be filed
6 except pursuant to Paragraph 19 of this Confidentiality Order. If after receipt of a deposition
7 transcript, any Party or its counsel determines that the transcript discloses or contains
8 "HIGHLY CONFIDENTIAL" material, a Party may designate portions of the transcript which
9 contain or disclose "HIGHLY CONFIDENTIAL" material as "HIGHLY CONFIDENTIAL"
10 by written notice to the reporter and all counsel of record, given by a Party after the transcript is
11 received. All counsel receiving such notice shall be responsible for marking the designation on
12 copies of the transcript or portions thereof in their possession and control as directed by the
13 designating Party.

14
15 14. Notwithstanding any other provisions of this Confidentiality Order, any Party
16 may request at any time permission to disclose material produced in connection with this
17 Lawsuit to a person other than those permitted as provided under this Confidentiality Order by
18 serving written request upon counsel for the producing Party. This request shall set forth the
19 documents or other materials that the Party wishes to disclose and the person to whom the Party
20 wishes to disclose the materials. Nothing in this Confidentiality Order shall prohibit the Party
21 seeking to make disclosure from submitting the matter to the Court for resolution.

22
23 15. Any court reporter who transcribes, or the videographer who records, the
24 testimony in this Lawsuit at a deposition shall agree, before transcribing or recording any such
25 testimony (1) that all testimony regarding "HIGHLY CONFIDENTIAL" material is and shall
26 remain confidential and shall not be disclosed except as permitted by this Confidentiality

1 Order; and (2) that copies of any transcript, reporter's notes or any other transcription records
2 of any such testimony will be retained in absolute confidentiality and safekeeping by such court
3 reporter or will be delivered to the attorneys of record or filed with the Court in accordance
4 with paragraph 19 of this Confidentiality Order.

5
6 16. Nothing contained in this Confidentiality Order shall affect the rights of a Party
7 to use or disclose material that only that Party has designated as "HIGHLY CONFIDENTIAL".

8 17. Under Paragraph 4(c), the disclosing party shall inform each expert and
9 consultant of the terms of this Confidentiality Order and obtain, pursuant to Paragraph 18, such
10 person's written agreement to be bound by the terms of this Confidentiality Order prior to
11 disclosing any "HIGHLY CONFIDENTIAL" material to the expert or consultant.

12 18. All disclosures of "HIGHLY CONFIDENTIAL" material shall be subject to the
13 following procedures:

- 14 (a) Each person to whom any "HIGHLY CONFIDENTIAL" material is
15 disclosed other than those persons described in Paragraphs 4(a), 4(b),
16 4(e), 4(f), 4(g) must first be provided with a copy of this Confidentiality
17 Order and read and sign the agreement in Exhibit A, "Agreement
18 Regarding Confidential Discovery Information" ("Exhibit A"); except
19 that a Party need not comply with this Paragraph 18(a) for those persons
20 to whom that Party discloses "HIGHLY CONFIDENTIAL" material
21 which only that Party has designated as "HIGHLY CONFIDENTIAL".

22
23 All executed Exhibit A's obtained by a Party shall, upon request, be
24 made available for inspection and copying by other counsel of record
25 herein. However, such Exhibit A's executed by expert witnesses,

26 consultants, and their employees (or similar personnel) need not be

1 provided to other counsel until such persons are designated as witnesses
2 for trial and intend to testify at trial or until the final resolution of this
3 action, whichever first occurs.

4 (b) Counsel shall maintain a log which, for each individual to whom
5 "HIGHLY CONFIDENTIAL" material has been disclosed, other than
6 those described in Paragraphs 4(a), 4(b), 4(e), 4(f), 4(g), and 4(i), which
7 (1) lists the individual's name; (2) identifies the "HIGHLY
8 CONFIDENTIAL" material to which access has been given; and (3)
9 states the dates access was given and the dates any documents were
10 returned, if any documents were released. Counsel shall maintain along
11 with such log, for each listed individual a signed copy of the Exhibit A
12 required by paragraph 18(a) of this Confidentiality Order.
13

14 19. If any paper to be filed with the Court in this action discloses or contains
15 "HIGHLY CONFIDENTIAL" material, then such papers shall be filed with the Court in an
16 envelope under seal pursuant to Northern District of California Civil Local Rule 79-5. A Party
17 may subsequently request that the Court lift the seal on "HIGHLY CONFIDENTIAL" material
18 that has been filed under seal. Such material shall continue to be protected in accordance with
19 the provisions of this Confidentiality Order until such request is resolved. Except for the Court
20 and the Court's personnel, no Party shall request or cause such sealed envelope to be opened
21 without an order from the Court identifying by name the person or persons who may have
22 access to the sealed material, and specifically designating which portions of the sealed file may
23 be revealed to them. When papers disclosing or containing information designated "HIGHLY
24 CONFIDENTIAL" material are filed under seal, the cover of such papers shall contain the
25 caption of this action and the following legend:
26

1 This envelope is filed under seal pursuant to the
2 Stipulated Confidentiality Agreement and
3 Protective Order entered on _____.
4 This envelope contains documents that are
5 subject to an Order governing discovery and
6 the use of confidential discovery material.
7 Pursuant to such Order, this envelope shall not
8 be opened nor the contents thereof displayed or
9 revealed except by order of the Court.
10 Violation of this Order may be regarded as
11 contempt of the Court.

12 20. This Confidentiality Order shall survive the termination of this Lawsuit and
13 shall continue in full force and effect thereafter. Upon termination of this Lawsuit and the
14 expiration of any and all appeals therefrom, all parties and entities who have received
15 designated "HIGHLY CONFIDENTIAL" materials shall, if requested, (a) within 15 (fifteen)
16 days after such request return to counsel for the producing Party all such material, including
17 not only the original copies produced, but any copies the opposing Parties and their attorneys
18 and their experts or others reproduced from the originals, as well as any summaries, notes, or
19 other documents which are based on these confidential documents, unless they are protected by
20 the work product doctrine or an applicable privilege or (b) destroy all such material. .

21 21. This Confidentiality Order may be modified only by written stipulation signed
22 by counsel for all Parties and approved by the Court or by further order of the Court.

23 22. This Order is without prejudice to the right of any Party to seek modification
24 from the Court with respect to any specific materials, and nothing herein shall prejudice the
25 right of any Party to object to any deposition question, request for production of documents,
26 interrogatory, or any other discovery request. However, any document or thing designated
27 "HIGHLY CONFIDENTIAL" shall be, and shall remain, protected as provided by this
28 Confidentiality Order unless and until such designation is either waived by the designating
party or denied by a further order of the Court.

1 23. This Order does not entitle any Party to receive in discovery any information
2 which is beyond federal or state statutory or case law. Nothing herein shall impose any
3 restriction on the use or disclosure by a Party of documents or information lawfully obtained by
4 such Party independently of discovery proceedings herein.

5 24. If any Party disputes the designation by any other Party of any document or
6 information as "HIGHLY CONFIDENTIAL," the Parties shall attempt to resolve by agreement
7 the question of whether or on what terms the document or information is entitled to such
8 treatment. If the Parties are unable to agree as to whether or on what terms a document or other
9 information should have been designated "HIGHLY CONFIDENTIAL," the Parties may seek
10 resolution of the matter with the Court. Until resolution of such a dispute occurs, all Parties
11 shall treat the designated document or documents as "HIGHLY CONFIDENTIAL." A Party
12 seeking to assert that the "HIGHLY CONFIDENTIAL" designation is not properly designated
13 has the burden of establishing that point. If such request is made, the Parties will treat the
14 document, information, or thing as "HIGHLY CONFIDENTIAL" until such time as the Court
15 orders the designation removed.
16

17 25. This Confidentiality Order shall not abrogate or diminish any contractual,
18 statutory, or other legal obligation or right of any Party or person with respect to the "HIGHLY
19 CONFIDENTIAL" material.
20

21 26. Nothing in this Confidentiality Order shall preclude any Party from using its
22 own documents or information even if such documents or information have been designated
23 "HIGHLY CONFIDENTIAL."

24 27. When one Party requests a deponent to sign the Exhibit A described in
25 Paragraph 18 above, the other Party's attorney shall join in such request, unless that attorney
26 has a good faith basis for refusing to join in such a request; provided, however, that this
27 STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER - 10
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1 requirement shall not apply with respect to any deponent who is represented at his or her
2 deposition by an attorney for any Party or any attorney at their respective law firms. An
3 attorney's request to sign such Acknowledgment pursuant to this paragraph shall not be
4 construed to constitute legal advice to the deponent or to constitute agreement by an attorney or
5 Party that such written Acknowledgment and Agreement is required to be signed, or to
6 constitute a waiver by any attorney or Party of the right to challenge any designation of
7 material or deposition testimony, but shall and may be stated to be simply a request to facilitate
8 discovery in this action.

9 28. Neither entering into this Confidentiality Order, nor receiving any material
10 designated as "HIGHLY CONFIDENTIAL" is or shall be construed as an agreement or
11 admission (1) that any material is or is not "HIGHLY CONFIDENTIAL"; (2) as to the
12 correctness or truth of any allegation made or position taken relative to any matter designated
13 as "HIGHLY CONFIDENTIAL"; or (3) as to the authenticity, competency, relevancy, or
14 materiality of any information or document designated "HIGHLY CONFIDENTIAL." Failure
15 to challenge a "HIGHLY CONFIDENTIAL" designation shall not preclude a subsequent
16 challenge thereto.
17

18 29. If at any time any document or information protected by this Confidentiality
19 Order or produced in this Lawsuit is sought, pursuant to any request, lawful subpoena, demand
20 by any court or other governmental body, request by any person or entity purporting to have
21 authority to require the production of such information, or other legal process, from any person
22 or entity which is subject to this Confidentiality Order, the person or entity which is subject to
23 this Confidentiality Order to whom the subpoena or other request is directed shall immediately,
24 and not later than 7 (seven) days after receiving the subpoena or other request, give written
25 notice thereof to the producing Party with respect to such information and shall reasonably
26 cooperate with the producing Party to permit it reasonable opportunity to pursue formal

1 objections to such disclosures. The producing Party may then seek to prevent disclosure by
2 filing a motion for protective order or taking other appropriate action and, in that event, the
3 material shall not be disclosed before the producing Party has had a reasonable opportunity to
4 file such motion or take such action. In the event that the producing Party files a motion for a
5 protective order or takes other action to prevent disclosure of these materials, the materials at
6 issue shall maintain their status and be treated as "HIGHLY CONFIDENTIAL" or Confidential
7 Information under this Confidentiality Order until a ruling on such motion or other action is
8 issued by the Court, or other governing body with jurisdiction. However, the subpoenaed
9 person or Party is not required to incur expenses or to subject itself to contempt or sanctions for
10 disobeying the subpoena or other request.

11
12 30. In the event a Party inadvertently produces a document or information that the
13 producing Party believes is subject to a privilege or other legal protection, such inadvertent
14 production shall in no way prejudice or otherwise constitute a waiver of, or act as estoppel to,
15 any claim of privilege, work product, or other ground for withholding information that the
16 Party otherwise would be able to assert; provided, however, that the producing Party must give
17 written notice to all Parties, within 10 (ten) days of learning of the inadvertent production, that
18 the document or information is subject to a privilege or other legal protection and provided that
19 such notice is given no later than 60 days before trial. The notice shall state the nature of the
20 privilege or protection claimed, and shall provide information explaining the basis for the
21 invocation of the privilege or protection.

- 22 a. Upon receipt of such notice, the receiving Party shall promptly return the
23 material (or portion thereof) that the producing Party claims was
24 inadvertently produced, including any copies that are not destroyed. In
25 the event that only part of a document is claimed to be subject to a
26 privilege or other legal protection, the producing Party shall furnish

1 redacted copies of the document, redacting only those portions that the
2 producing Party claims are privileged.

3 b. If the receiving Party disputes the claim of privilege, the recipient of the
4 notice provided for in paragraph 30 may retain the document, and inform
5 the producing Party, in writing, not later than ten (10) days after receipt
6 of the producing Party's notice, that the claim of privilege is disputed.
7 Not later than fifteen (15) days after service of notice that the receiving
8 Party disputes the claim of privilege, the producing Party may move the
9 Court for an order declaring that the disputed document is privileged

10 c. In the event the receiving Party disputes the claim of privilege and the
11 producing Party files a motion for an order declaring that the disputed
12 document is privileged, and at all times before the entry of a court order
13 declaring that the disputed document is not privileged, the recipient of
14 such notice shall segregate each disputed document from other
15 documents and treat such documents in a manner consistent with
16 paragraphs 30(c)(i)-(ii). The inadvertent production of documents or
17 information that the producing Party believes is subject to a privilege or
18 other protection shall in no way prejudice or constitute a waiver of or
19 estoppel to any claim of privilege or other ground for withholding
20 documents or information.

21 (i) A disputed document or information may be used with a motion
22 addressing the claim of privilege or other protection or with an
23 opposition thereto. If the disputed document is filed with the
24 Court, it shall be filed under seal pursuant to Northern District of
25 California Civil Local Rule 79-5.

(ii) No Party may use any such disputed document or information for any other purpose before the resolution of a motion addressing the claim of privilege or other legal protection, unless the time for filing such a motion has expired.

d. If the Court rules that the document is privileged, all Parties shall return the document, and any other copies of it in their possession or control, to the producing Party.

31. Nothing in this Confidentiality Order shall operate to require the production of information or documents that are privileged or otherwise protected from discovery.

32. The provisions of this Confidentiality Order shall apply to any materials produced in connection with this Lawsuit before, on, and after the date this Confidentiality Order is entered.

33. Where a Party has provided any designated "HIGHLY CONFIDENTIAL" materials of information to a retained expert or consultant or any other person or entity, it shall be the responsibility and obligation of both the Party and the person or entity to whom or which the material was provided to return or destroy the material.

34. This Stipulation for Protective Order may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

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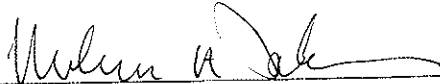
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1
2 Dated: September 20, 2006

NEWTON REMMEL

3
4 By: 
5 Stephen L. Newton
6 Melissa A. Dubbs
7 Attorneys for Plaintiff
8 FEDERAL INSURANCE COMPANY

9
10 Dated: September 19, 2006

ZELLE, HOFMANN, VOELBEL,
MASON & GETTE, LLP

11 By: 
12 Marc J. Shrake
13 Georgiana V. Palanca
14 Attorneys for Defendant
15 ST. PAUL FIRE AND MARINE
16 INSURANCE COMPANY

17 Dated: August _____, 2006

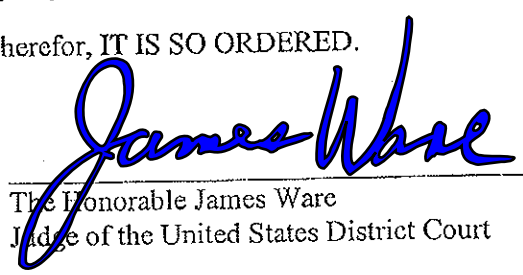
BARGER & WOLEN LLP

18 By: _____
19 Robert G. Levy
20 Thomas R. Beer
21 Attorneys for Counterclaim Defendant
22 NATIONAL UNION FIRE INSURANCE
23 COMPANY OF PITTSBURGH, PA

ORDER

24 The Court, having reviewed the foregoing Stipulated Confidentiality Agreement and
25 Protective Order and good cause appearing therefor, IT IS SO ORDERED.

26 Dated: 09/21/2006


The Honorable James Ware
Judge of the United States District Court

1
2 Dated: September _____, 2006

NEWTON REMMEL

3
4 By: _____
5 Stephen L. Newton
6 Melissa A. Dubbs
7 Attorneys for Plaintiff
8 FEDERAL INSURANCE COMPANY

9
10 Dated: September _____, 2006

ZELLE, HOFMANN, VOELBEL,
MASON & GETTE, LLP

11 By: _____
12 Marc J. Shrake
13 Georgiana V. Palanca
14 Attorneys for Defendant
15 ST. PAUL FIRE AND MARINE
16 INSURANCE COMPANY

17
18 *September,*
19 Dated: *August 19,* 2006

BARGER & WOLEN LLP

20 By: *Thomas R. Beer*
21 Robert G. Levy
22 Thomas R. Beer
23 Attorneys for Counterclaim Defendant
24 NATIONAL UNION FIRE INSURANCE
25 COMPANY OF PITTSBURGH, PA

26
27 **ORDER**

28 The Court, having reviewed the foregoing Stipulated Confidentiality Agreement and
Protective Order and good cause appearing therefor, IT IS SO ORDERED.

Dated: _____

The Honorable James Ware
Judge of the United States District Court

EXHIBIT A

AGREEMENT REGARDING CONFIDENTIAL DISCOVERY INFORMATION

1. I, _____, have read a copy of the Stipulation and Protective Order ("Order") entered in Civil Case No. C 05-01878 JW which is venued in the District Court for the Northern District of California, San Jose Division, concerning the confidentiality of discovery material and information produced by the parties.

2. I have had the meaning and effect of the Order explained to me by the persons providing me with Confidential Information as that term is defined in the Order. I understand the terms and conditions of the Order.

3. I understand that documents and other Information designated as Confidential Information are deemed to be highly sensitive information by the party designating them. I will not disclose any Confidential Information except as authorized by the Order and will not copy or make use of such information except for the purpose of assisting counsel.

4. I understand that, as provided in the Order, I may be permitted access to Confidential Information. I agree to abide by the terms and conditions set forth in the Order, including refraining from any further disclosure of any copies, excerpts, summaries or abstracts of such Confidential Information to anyone except as expressly provided in the Order. I further acknowledge and agree that all Confidential Information received by me shall be used only in connection with this litigation and shall be returned to counsel with whom I have consulted upon request or at the conclusion of the case.

5. I consent to the jurisdiction of the District Court for the Northern District of California, San Jose Division, for the purposes of enforcing this Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at _____.
